

EXHIBIT 16

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**HIGHLY CONFIDENTIAL:
ATTORNEYS' EYES ONLY**

Attorneys for Plaintiff
SPACE DATA CORPORATION

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

SPACE DATA CORPORATION,

Plaintiff,

v.

ALPHABET INC., and GOOGLE LLC,

Defendants.

Case No. 5:16-cv-03260-BLF (NC)

**PLAINTIFF SPACE DATA
CORPORATION'S JULY 10, 2018
AMENDED RESPONSES TO
DEFENDANT GOOGLE INC.'S
AMENDED FIRST SET OF
INTERROGATORIES NOS. 1, 6 and
7**

Judge: Hon. Beth Labson Freeman
Date Filed: June 13, 2016
Trial Date: August 5, 2019

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generator of sales of his nonpatented items; and the extent of such derivative or conveyed sales.

7. The duration of the patent and the term of the license.

8. The established profitability of the product made under the patent; its commercial success; and its current popularity.

9. The utility and advantages of the patent property over the old modes or devices, if any, that had been used for working out similar results.

10. The nature of the patented invention; the character of the commercial embodiment of it as owned and produced by the licensor; and the benefits to those who have used the invention.

11. The extent to which the infringer has made use of the invention; and any evidence probative of the value of that use.

12. The portion of the profit or of the selling price that may be customary in the particular business or in comparable businesses to allow for the use of the invention or analogous inventions.

13. The portion of the realizable profit that should be credited to the invention as distinguished from non-patented elements, the manufacturing process, business risks, or significant features or improvements added by the infringer.

14. The opinion testimony of qualified experts.

15. The amount that a licensor (such as the patentee) and a licensee (such as the infringer) would have agreed upon (at the time the infringement began) if both had been reasonably and voluntarily trying to reach an agreement; that is, the amount which a prudent licensee—who desired, as a business proposition, to obtain a license to manufacture and sell a particular article embodying the patented invention—would have been willing to pay as a royalty and yet be able to make a reasonable profit and which amount would have been acceptable by a prudent patentee who was willing to grant a license.

Georgia-Pacific Factor 1. Space Data has never licensed the Patents-In-Suit or any of the trade secrets relevant to this matter.

Georgia-Pacific Factor 2. Existing licenses for comparable patents can inform a reasonable royalty in real-life royalty negotiations and in the determination of reasonable royalty damages in litigation. Google has not produced any comparable licenses to date. Space Data notes that Google has refused to produce information relevant to the value of technologies with comparable applications to Space Data's products and Loon (e.g. Skybox Imaging acquisition and sale data).

1 Dated: July 10, 2018

Respectfully submitted,

2
3 /s/ Spencer Hosie

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